



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#22-0427

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Chris Lagerbloom, ICMA-CM, City Manager

DATE: June 21, 2022

TITLE: Motion Approving and Authorizing the Execution of: 1) A Revocable License Agreement between Chief Real Estate LLC, Broward County and the City of Fort Lauderdale for the Installation and Maintenance of Improvements on SE 3rd Avenue in Association with the “SoFlo Rehab Office” Project Located at 224 SE 9th Street; and 2) An Agreement Ancillary to Revocable License Agreement, Between Chief Real Estate LLC and the City of Fort Lauderdale – **(Commission District 4)**

Recommendation

Staff recommends the City Commission consider approving and authorizing the execution of two separate agreements for the perpetual maintenance of public realm improvements on SE 3rd Avenue, in association with the “SoFlo Rehab Office” project located at 224 SE 9th Street, as follows: 1) A Revocable License Agreement (“RLA”) among Chief Real Estate LLC (“Developer”), Broward County and the City of Fort Lauderdale (“Tri-Party RLA”); and 2) An Agreement Ancillary to said Tri-Party RLA, between Chief Real Estate LLC and the City of Fort Lauderdale (“AARLA”).

Background

The site plan for this project received City approval in June 2020 (Administrative Review Case #PLN-AR-19120007). The site plan includes a one-story (35-foot high), 4,700 square foot professional office building with twenty-one (“21”) surface parking spaces. A “Location Map” is attached as Exhibit 1.

The City’s site plan approval conditions require the Developer, Chief Real Estate LLC, to install and perpetually maintain trees, landscaping, irrigation, and structural soil on the west side of SE 3rd Avenue (Right-of-Way Improvements). Since SE 3rd Avenue is under Broward County jurisdiction, the County is requiring execution of the Tri-Party RLA so that the Right-of-Way Improvements are installed and maintained in compliance with minimum County engineering standards. The Developer has already completed the building, as well as installation of the Right-of-Way Improvements. At the Developer’s request, the County has allowed the Right-of-Way Improvements to be installed under a County construction permit with the understanding that their final approval is subject to the

execution of the subject Tri-Party RLA. A sketch showing the "License Area" is attached as Exhibit 2.

A copy of the Tri-Party RLA is provided as Exhibit 3 and a copy of the AARLA is included as Exhibit 4.

Approval of this item should be carefully considered since the Tri-Party RLA holds the City ultimately responsible for curing deficiencies and failures that may arise from non-compliance by the developer. In addition to this project, agreeing to these obligations may have future financial implications for the City since it is likely that the County will be including these requirements as standard provisions in all Tri-Party Agreements needed for upcoming developments along N/S Andrews Avenue, NE/SE 3rd Avenue and other County rights-of-way.

Specifically, Section 4 of the Tri-Party RLA (Exhibit 4) provides that if the Licensee, Chief Real Estate LLC, does not comply with the requirements in the Tri-Party RLA, the City is responsible for performing the maintenance obligations and curing all deficiencies within 30 days, or pay for the County's expenses to cure such deficiencies. Section 4.2 of the Tri-Party RLA states that the City may not relieve itself of any of its obligations under the Tri-Party RLA by contracting with a third party. Additionally, Section 7.10 of the Tri-Party RLA allows the County to terminate the agreement for cause or convenience; however, there are no provisions for the City to terminate the Agreement. Moreover, if the Agreement is terminated by the County and the Licensee does not comply with its obligations, the City is still responsible for performing the Licensee's duties after the Agreement is terminated.

In turn, as a condition precedent to the execution of the Tri-Party RLA, the City is requiring the execution of the AARLA that provides certain remedies for the City in the event of default by the Developer. These remedies include the Developer paying fines to the City or reimbursing the City for all reasonable and necessary costs and expenses related to curative actions taken by the City, and the City reserving the right to record a Claim of Lien against the Developer's property. These remedies should be weighed against the potential financial exposure created for the City by the Tri-Party RLA.

If the City Commission approves execution of both agreements, then originals of the Tri-Party RLA executed by the City will be forwarded to Broward County for consideration and formal action by the Board of County Commissioners to enter into the Agreement.

Resource Impact

There is no fiscal impact to the City associated with this action.

Strategic Connections

This item is a *2022 Commission* Priority, advancing the Smart Growth initiative.

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Infrastructure Focus Area
- Goal 2: Build a multi-modal and pedestrian friendly community.
- Objective: Improve roads, sidewalks, and trails to prioritize a safer, more walkable and bikeable community

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Connected.

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan, specifically advancing:

- The Infrastructure Focus Area
- The Transportation & Mobility Element
- Goal 1: Ensure the equitable development of a Complete Network for transportation that prioritizes Safety and emphasizes multimodal mobility and accessibility

Attachments

Exhibit 1 – Location Map

Exhibit 2 – License Area

Exhibit 3 – Tri-Party RLA

Exhibit 4 – AARLA

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